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13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

15 CLRB HANSON INDUSTRIES, LLC d/b/a  
16 INDUSTRIAL PRINTING, and HOWARD  
17 STERN, on behalf of themselves and all others  
18 similarly situated,

19 Plaintiffs,

20 v.

21 GOOGLE, INC.,

22 Defendant.

CASE NO. C O5-03649 JW

**[PROPOSED] ORDER GRANTING  
GOOGLE INC.'S MOTION FOR  
SUMMARY JUDGMENT, OR IN THE  
ALTERNATIVE, FOR SUMMARY  
ADJUDICATION**

Fed. R. Civ. P. 56

Date: November 6, 2006  
Time: 9:00 a.m.  
Place: Courtroom 8  
Judge: Honorable James Ware

23 [PROPOSED] ORDER GRANTING DEFENDANT GOOGLE  
24 INC.'S MOTION FOR SUMMARY JUDGMENT, OR IN THE  
25 ALTERNATIVE, FOR SUMMARY ADJUDICATION  
26 CASE NO. 05-03649

Defendant Google Inc.'s Motion for Summary Judgment, or in the Alternative, for Summary Adjudication, brought pursuant to Federal Rule of Civil Procedure 56(c), having come on for hearing, the Court having considered all relevant documents and evidence and having considered the arguments of counsel, and good cause appearing therefor:

IT IS HEREBY ORDERED that defendant Google Inc.'s Motion for Summary Judgment, or in the Alternative, for Summary Adjudication is granted and that judgment is entered in favor of defendant Google Inc. and against plaintiffs CLRB Hanson Industries, LLC, d/b/a Industrial Printing, and Howard Stern ("Plaintiffs") on Plaintiffs' claims for breach of contract, breach of implied covenant of good faith and fair dealing, unfair competition, untrue and misleading advertising, and unjust enrichment, pursuant to Federal Rules of Civil Procedure 56(c).

IN THE ALTERNATIVE, the Court hereby adjudicates the following issues of fact and law: (1) that defendant Google Inc. is entitled, under its advertising Agreement, to exceed an advertiser's daily budget by up to 20% on any given day, (2) that Google may base an advertiser's charges in a billing period on the number of days in that month multiplied by the advertiser's daily budget, and (3) that Plaintiffs' claims, and the claims of the putative class members, are barred for alleged breaches occurring more than 60 days prior to August 3, 2005.

Dated: \_\_\_\_\_, 2006

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Honorable James Ware  
U.S.D.C., Northern District of California

Respectfully submitted:  
**PERKINS COIE LLP**

By \_\_\_\_\_ /S/  
David T. Biderman  
Attorneys for Defendant Google, Inc.